

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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L.E.B. ELECTRIC LTD.,

Civ. No.:

Plaintiff,

COMPLAINT

-against-

AEGIS SECURITY INSURANCE COMPANY,

Defendant.
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Plaintiff, L.E.B. Electric Ltd., by its attorneys, Sesti Law Firm PC, as and for its complaint against the Defendant herein, alleges as follows:

1. That at all relevant times herein, plaintiff, L.E.B. Electric Ltd. (“LEB”), was and still is a corporation duly organized and existing under the laws of the State of New York, having its principal place of business at 21 Seabro Avenue, Amityville, New York 11701.

2. That at all relevant times herein, upon information and belief, defendant, Aegis Security Insurance Company (“Aegis”), was and still is an insurance and surety company duly organized and existing under the laws of the State of Pennsylvania, and qualified by the Superintendent of Financial Services of the State of New York to become and be accepted as surety or guarantor on bonds or undertakings, having its principal place of business at 4507 N. Front Street, Ste. 200, Harrisburg, Pennsylvania 17110.

JURISDICTION AND VENUE

4. The Court has jurisdiction over the claims in this action on the basis of diversity of citizenship, pursuant to 28 U.S.C. § 1332, and the amount in controversy exceeds the sum of \$75,000, exclusive of interest and costs.

5. Pursuant to 28 U.S.C. § 1391(a)(2), venue lies in the Eastern District of New York in that a substantial part of the events or omissions giving rise to the claims occurred therein, and wherein the project that is the subject of the action is situated.

ALLEGATIONS COMMON TO ALL CAUSES OF ACTION

6. That on or about June 5, 2020, upon information and belief, Mechanical Energy Solutions LLC (“MES”), as contractor, was awarded a contract by the U.S. Department of Veterans Affairs, acting by and through Noresco, LLC, for the federal public improvement project known as Northport VA Hospital ECM 10 Heat and Power Plant, located in Northport, Long Island (the “Project”).

7. That, upon information and belief, MES, as Principal, and AEGIS, as Surety, executed and delivered to Noresco, LLC, as Obligee, a legal instrument titled “Payment Bond” guaranteeing prompt payment of moneys due to all persons furnishing labor or materials to MES in the prosecution of its work on the Project (“Payment Bond”).

8. That by Purchase Order, dated April 17, 2020, MES hired LEB to furnish and install certain electrical work, as required of MES under its contract for the Project, for the agreed upon price of \$700,000.00 (“Subcontract”).

AS AND FOR A FIRST CAUSE OF ACTION

9. LEB repeats, reiterates and realleges each and every allegation contained in paragraphs “1” through “8” above as if fully set forth at length herein.

10. That LEB has duly performed its obligations under the Subcontract, thereby entitling it to be paid the sum of \$211,525.40.

11. That LEB has also, at the specific request, direction and written authorization of MES, performed certain change order work on the Project titled Change Order #2 in the amount of \$73,433.00 (“CO#2”).

12. That MES, without any legal justification and despite admitting owing LEB payment, failed and refused to pay LEB the balance due under its Subcontract in the sum of \$91,845.15 and the amount \$73,453.00 for CO#2.

13. That on or about March 30, 2022 LEB duly notified Aegis of its claim under the Payment Bond in the aggregate sum of \$165,587.15.

14. That Aegis wrongly denied LEB’s claim and has failed and refused to pay LEB the sum of \$165,587.15, or any portion thereof, in material breach of the Payment Bond.

15. That LEB is a proper claimant and beneficiary under the Payment Bond and, as such, is entitled to payment from Aegis in the amount of \$165,587.15.

16. By reason of the foregoing, Aegis is liable to LEB in the amount of \$165,587.15 under the Payment Bond, plus interest and attorney’s fees.

WHEREFORE, plaintiff, L.E.B. Electric Ltd., demands judgment on its first cause of action against defendant, Aegis Security Insurance Company, in the amount of \$165,587.15, together with interest, costs, disbursements, attorneys’ fees and for such other, different and further relief as the Court may deem just and proper.

Dated: May 23, 2022

/s/ Robert A. Sesti
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